#### MEMORANDUM OF UNDERSTANDING BY AND BETWEEN VILLAGES PUBLIC SAFETY DEPARTMENT AND SUMTER COUNTY FIRE-RESCUE

This Memorandum of Understanding (MOU) is entered into between Villages Public Safety Department (VPSD), and Sumter County Fire-Rescue (SCFR), and is made effective on the date shown below.

#### WITNESSETH

Whereas, VPSD is an advanced life support emergency medical service provider, licensed under the provisions of Section 401.25, Florida Statutes.

Whereas, SCFR is a fire department with first responder, emergency medical technician, and paramedic personnel; and

Whereas, VPSD and SCFR desire to provide emergency medical services to their respective service areas in the best and most efficient way possible; and

Whereas, in order to provide such services SCFR is required to have the services of a licensed physician to provide medical director services; and

Whereas, VPSD, by and through the Village Center Community Development District, has entered into a Medical Director Agreement with John L. Geeslin, M.D., P.A. (Medical Director) to provide services and SCFR will enter into a Medical Director Agreement with the Medical Director; and

Whereas, SCFR desires to have its personnel operate under VPSD's state and federal licenses and operate under the medical direction of the Medical Director; and

Whereas, VPSD and SCFR have determined that it is in the best interests of the citizens of their respective service areas to enter this MOU for provision of emergency medical services.

**NOW THEREFORE**, and in consideration of the mutual covenants and promises contained in this **MOU**, the **VPSD** and **SCFR** do hereby agree as set forth below:

**I.** The above paragraphs are true and correct and incorporated into this paragraph.

#### II. VPSD Responsibilities:

A. VPSD shall allow the personnel of SCFR to provide emergency medical care under VPSD's state and federal licenses provided that SCFR has entered into a Medical Director Agreement with John L. Geeslin, M.D., P.A..

- **B.** VPSD shall make available its paramedic provisional training processes and procedures to SCFR paramedics. Successful completion of the Medical Director approved process will allow SCFR paramedics the ability to function as solo field paramedics under the approved medical protocols.
- C. VPSD shall establish quality assurance procedures with SCFR and provide medical direction for providing emergency medical services in Sumter SCFR; and
- **D. VPSD** shall allow **SCFR** paramedics, EMTs and other **SCFR** personnel directly involved in the provision of emergency medical services pursuant to this **MOU** to attend training sessions provided by **VPSD** for its own employees; and
- E. VPSD shall provide and replace at cost any drugs required by SCFR to provide emergency medical services pursuant to this MOU; and
- F. If equipment is available, VPSD shall provide loaner equipment to SCFR when SCFR owned equipment requires repair or at such other times as VPSD and SCFR personnel agree; and
- G. VPSD shall be responsible for complying with all applicable provisions of Chapter 401, Florida Statues, Chapter 64J-1, Florida Administrative Code, and any other state or federal regulations pertaining to the provision of emergency medical services pursuant to this MOU

#### III. SCFR Responsibilities:

- A. SCFR shall ensure that all personnel, paramedics, EMTs, and first responders, employed by SCFR operate under the medical protocols mandated by the VPSD Medical Director and under the medical direction employed by VPSD.
- **B.** SCFR shall ensure that all personnel, paramedics, EMTs, and first responders, employed by the SCFR, comply with all state and federal law in the provision of such services.
- C. SCFR shall assist VPSD in developing and implementing medical protocols and quality assurance programs for providing emergency medical services.
- **D.** SCFR shall purchase any equipment, which, in its sole discretion, is necessary for SCFR personnel to provide emergency medical services pursuant to this MOU and in compliance with Florida Administrative Code 64J-1.
- E. SCFR shall purchase any disposable supplies needed for SCFR personnel to provide emergency medical services pursuant to this MOU.

- **F. SCFR** has developed a plan (Attachment A) and accepts the plan for the progressive implementation of advanced life support emergency medical services within **SCFR** that will comply with all state and federal statutes and regulations.
- G. SCFR Fire Chief or designee and the VPSD Fire Chief or designee shall meet on a quarterly basis with VPSD Medical Director to monitor and modify if necessary the conditions of this MOU.
- H. SCFR shall enter into a medical director agreement with John L. Geeslin, M.D., P.A. in substantially the format of Attachment B and shall provide VPSD a copy of the signed agreement prior to SCFR operating under VPSD's state and federal licenses.
- IV. This MOU may be terminated by either party upon 30 days' written notice.

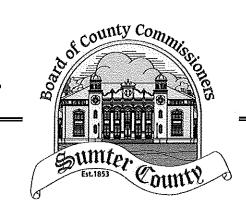
This Memorandum of Understanding shall become effective immediately upon the signature of both parties below.

ATTEST:	Sumter County Fire-Rescue
By:	By:
Print Name:	Doug Gilpin, Chairman
Title:	Sumter County Board of County
	Commissioners
	Dated:
ATTEST:	Villages Public Safety Department
By:	By:
Print Name:	Charlie Smith, Chairman
Title:	
	Development District
	Dated:

#### Attachment A

# Board of County Commissioners — Sumter County Fire Rescue

910 N. Main Street, Suite 319 ● Bushnell, FL 33513 ● Phone (352) 793-0212 ● FAX: (352) 569-0118 http://sumtercountyfl.gov



March 5, 2010

ALS Implementation plan

Sumter County Fire Rescue desires to provide an enhanced level of emergency medical care to the citizens of Sumter County. This goal includes providing first response, Advanced Life Support (ALS) non-transport services.

Working with a combination fire service requires the department to take "baby steps" in implementing the delivery of ALS care for its citizens. While the end desire of staff is to provide first response non-transport ALS on enough strategically positioned apparatus to effectively meet the coverage needs of the county, it is realized that a measured approach is required.

The initial plan to providing ALS first response service delivery is by utilizing the department's current Shift Commanders. All three of the department's Shift Commanders are currently state certified paramedics, who, when available, could provide ALS care from their command vehicle.

To ensure compliance with Florida EMS State Statute and Rule, SCFR will enter into an Interlocal MOU with The Villages Public Safety Department (VPSD) for the required medical direction through their contracted Medical Director. This MOU would allow SCFR paramedics to deliver ALS care while working under the medical protocols and direction of the VPSD Medical Director.

F.S. Chapter 401.26 indicates that "a permit is not required for an advanced life support non-transport vehicle that is intended to be used for scene supervision, incident command, or the regulation of supplies." This vehicle meets that description, as its primary function is scene supervision/incident command.

The concept of operation of this specific supervisor's vehicle would not change from its current function of day-to-day fire service supervision. However, by adding the ALS first response, when the assigned personnel are paramedics who have been cleared by the Medical Director, they will be able to provide a higher level of care to the county's citizens. This would be followed with a more inclusive level of ALS service by adding dedicated, permitted ALS non-transport units in the future.

The phased implementation of ALS service delivery by SCFR would occur by taking the following (baby) steps.

#### Step 1

Department Shift Commanders (paramedics) receive clearance to practice by completing the VPSD provisional process, and being cleared by the VPSD medical director. These clinicians will then be able to deliver ALS care under the VPSD pre-hospital protocols while awaiting the arrival of a transport unit. Certain medical equipment and supplies (approved by the medical director) will be carried with the Shift Commanders on their Command vehicle to allow for use when needed. Security of medications and equipment, along with appropriate check-off procedures will be in place.

This step will allow for the beginning of a phased implementation process that will allow for the establishment of various processes and procedures needed to ensure compliance with State

#### Attachment A

Statutes and Rules, while enabling approved clinicians to provide ALS care when they are available.

#### Step 2

Working with the VPSD, formalize processes and procedures that will allow department to transition into a more formal delivery of ALS services.

#### Step 3

Additional department certified paramedics will complete the provisional process to be cleared to practice by the VPSD Medical Director.

#### Step 4a

License one ALS non-transport vehicle to provide 24/7 ALS coverage to an identified service area within Sumter County. This unit will be staffed with one paramedic and one EMT, and have an identified response coverage area, but will be able to deliver service as needed within the County's service area.

#### Step 4b

The establishment of a COPCN for SCFR.

#### Step 5

The establishment of additional licensed ALS non-transport units for strategic implementation within the county as deemed appropriate and feasible.

#### Attachment B

## MEDICAL DIRECTOR AGREEMENT SUMTER COUNTY FIRE RESCUE

THIS AGREEMENT made and entered into this day of		
2010, by and between Sumter County Fire Rescue (SCFR), herein called the Provider,		
and John L. Geeslin, M.D., PA, herein called the Medical Director.		

#### WITNESSETH

WHEREAS, the Provider has entered into a Memorandum of Understanding with The Villages Public Safety Department (VPSD) to operate under their Certificate of Public Convenience and Necessity (COPCN) and Advanced Life Support (ALS) license to enable Provider to perform advanced life support services, in accordance with provisions of Chapter 64J, FLORIDA ADMINISTRATIVE CODE (F.A.C.) and Chapter 401.265, Florida Statutes, and Provider desires to compensate VPSD's Medical Director, John L. Geeslin, M.D., PA, an independent contractor, for services provided under the MOU, and in accordance with said statute.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, accepting the above WHEREAS clause as true and incorporating same as if stated herein that the parties hereto, in consideration of the premises and the mutual promises and undertakings herein well and truly to be formed, do agree as hereinafter set forth.

The Provider covenants and agrees:

- 1. To comply with the provisions of the MOU between VPSD and SCFR relating to ALS services dated
- 2. To maintain medical liability insurance for coverage of a Medical Director under existing umbrella liability insurance policy.

#### Attachment B

3. To compensate the Medical Director in the amount of \$1,625.00 per month, and provide for any agreed upon ancillary costs born solely for the purpose of carrying out his agreement.

In consideration of which, said Medical Director covenants and agrees:

- 1. To provide services as described within the MOU between VPSD and SCFR dated\_\_\_\_\_\_, and the contract for Medical Direction with the VPSD for overall medical supervision.
- To maintain valid unlimited Florida licensure as a Medical Doctor or Doctor of Osteopathy.
- That he will maintain competency in ALS during the term of this agreement, possessing current ALS certification or Board certification in Emergency Medicine.
- 4. This agreement shall begin on the date hereof and continue until such time as it may be modified, in writing, by both parties.

The parties to this agreement do not intend to create an agency, or principal/agent relationship. In no instance will the Provider be liable for the acts or omissions of the Medical Director, his agents, employees, or independent contractors whether accidental, negligent or willful.

Either party may cancel and terminate this agreement upon sufficient cause for breech of terms, or, without cause, by giving thirty days written notice to the other party. Venue and jurisdiction for this Agreement shall only be in Sumter County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first aforesaid.

### Attachment B

	MEDICAL DIRECTOR
	By: John L. Geeslin, M.D., PA
	Dated:
	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS FOR SUMTER COUNTY FIRE RESCUE
ATTEST:  Connie Webb SUMTER COUNTY CLERK	By: Doug Gilpin, Chairman SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
	Dated: